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Law Offices

#18  
Assignment  
JAF

## Fax transmittal

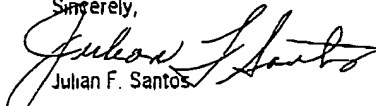
To	Shanda Ross	Date	August 8, 2003
Company		From	Julian F. Santos
Fax	703 305 7658	Direct	312 913 3304
Phone		Email	santos@mbhb.com
Pages, with cover	13	C/M	579/18
Re	Assignments for Serial Nos. 09/640,785 and 10/091,096		

Shanda,

Attached with this fax are copies of the Assignments for patent applications having serial numbers 09/640,785 and 10/091,096.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Julian F. Santos

300 South Wacker Drive 312 913 0001 phone  
Chicago, Illinois 60606-6709 312 913 0002 fax  
www.mbhb.com

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MAY 14, 2001

PTAS

STERNE KESSLER GOLDSTEIN & FOX, P.L.L.C.  
RAYMOND MILLIEN  
1100 NEW YORK AVE., N.W.  
SUITE 600  
WASHINGTON, D.C. 20005-3934



\*101632045A\*

MAY 16 2001

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/01/2001

REEL/FRAME: 011561/0948  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BROMLEY, WILLIAM

DOC DATE: 02/26/2001

ASSIGNOR:

CARL, BRIAN R.

DOC DATE: 02/07/2001

ASSIGNOR:

CHANG, SAM

DOC DATE: 02/07/2001

ASSIGNOR:

CRULL, BRIAN

DOC DATE: 02/08/2001

ASSIGNOR:

DITCHFIELD, ANDREW

DOC DATE: 02/09/2001

ASSIGNOR:

ESSENMACHER, DENNIS

DOC DATE: 02/07/2001

ASSIGNOR:

KAPOLKA, MICHAEL

DOC DATE: 02/06/2001

011561/0948 PAGE 2

ASSIGNEE:

NEXIQ TECHNOLOGIES, INC.  
6405 NINETEEN MILE ROAD  
STERLING HEIGHTS, MICHIGAN 48314

SERIAL NUMBER: 09640785  
PATENT NUMBER:

FILING DATE: 08/18/2000  
ISSUE DATE:

TARA WASHINGTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

03-12-2001



101632045

 RECORDATION FORM COVER SHEET  
 PATENTS ONLY

 U.S. Department of Commerce  
 Patent and Trademark Office

 Form PTO-1595  
 6-93

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

## 1. Name of conveying party(ies).

 William Bromley;  
 Brian R. Carl;  
 Sam Chang;  
 Brian Crull;  
 Andrew Ditchfield;  
 Dennis Essenmacher; and  
 Michael Kapolka

 Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

## 2. Name and address of receiving party(ies).

Name. NEXIQ Technologies, Inc.

Street Address. 6405 Nineteen Mile Road

City Sterling Heights State: MI Zip Code: 48314

Country. USA

 Additional name(s) & address(es) attached? ☐ yes ☒ no

## 3. Nature of Conveyance:

3-1-01

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other
 Execution Date(s). (1) 2/26/01; (2) (3) and (6) 2/7/01,  
 (4) 2/8/01; (5) 2/9/01; and (7) 2/6/01

## 4. Application number(s) or parent number(s). 09/640,785

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached?

☐ yes ☒ no

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sterne, Kessler, Goldstein &amp; Fox P.L.L.C.

Internal Address: c/o

 Street Address: 1100 New York Ave., N.W.  
 Suite 600

City: Washington, State: D.C. Zip Code: 20005-3934

## 6. Total number of applications and patents involved

7. Total fee (37 C.F.R. § 3.41). .... \$ 40.00

☒ Enclosed - Check No. 30537☐ Authorized to be charged to Deposit Account

8. Deposit Account Number 19-0036

## 9. Statement and signature.

 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
 copy of the original document.

Raymond Millien

Name of Person Signing

Registration No. 43,806

Signature

Date

Total number of pages including cover sheet, attachments and document 3

OMB NO. 0651-0011 (exp. 9/94)

 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) William Bromley, (2) Brian R. Carl, (3) Sam Chang, (4) Brian Crull, (5) Andrew Ditchfield, (6) Dennis Essenmacher, (7) Michael Kapolka, the undersigned inventors hereby sell and assign to NEXIO Technologies, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world.

(a) in the invention(s) known as System, Method and Computer Program Product for Remote Vehicle Diagnostics, Monitoring, Configuring and Reprogramming for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1/10/01 (1) 09/640,785 (2) 09/640,785 (3) 09/640,785 (4) 09/640,785 (5) 09/640,785 (6) 09/640,785 (7) 09/640,785 (also known as United States Application No. 09/640,785, filed 8/18/2000), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the parent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the parent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the parent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor, and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

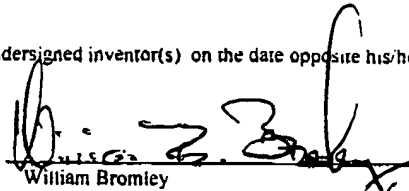
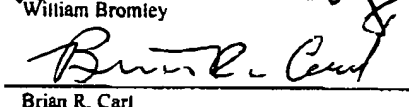
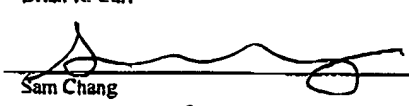
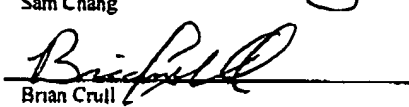
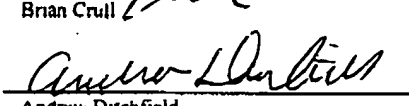

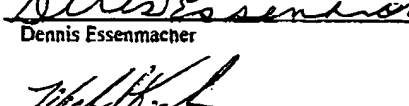
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Steme, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K S Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene

G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbal, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: <u>2/26/01</u>	Signature of Inventor: <u></u> William Bromley
Date: <u>2/7/01</u>	Signature of Inventor: <u></u> Brian R. Carl
Date: <u>2/7/01</u>	Signature of Inventor: <u></u> Sam Chang
Date: <u>2/8/01</u>	Signature of Inventor: <u></u> Brian Crull
Date: <u>2/9/01</u>	Signature of Inventor: <u></u> Andrew Ditchfield
Date: <u>FEB 07, 2001</u>	Signature of Inventor: <u></u> Dennis Essenmacher
Date: <u>Feb 16, 2001</u>	Signature of Inventor: <u></u> Michael Kapelka

\\patent\assignment\ipd

## ASSIGNMENT

ASSIGNMENT made this 20<sup>th</sup> day of December, 2002, by NEXIQ TECHNOLOGIES, INC., a New Hampshire corporation (the "ASSIGNOR"), to NNT, INC., a Wisconsin corporation (the "ASSIGNEE").

WHEREAS, WPI MICRO PROCESSOR SYSTEMS, INC., its parent, NEXIQ TECHNOLOGIES, INC. ("NEXIQ"), and another NEXIQ subsidiary, DIVERSIFIED SOFTWARE INDUSTRIES, INC., filed chapter 11 petitions on October 11, 2002 (the "Petition Date") commencing Case Nos. 02-63996, 02-63994, and 02-63998 (the "Chapter 11 Cases") before the United States Bankruptcy Court for the Eastern District of Michigan, Hon. Walter Shapero, (the "Bankruptcy Court").

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE and its successors and assigns the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

### **SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR REMOTE VEHICLE DIAGNOSTICS, MONITORING, CONFIGURING AND REPROGRAMMING**

and which is found in International publication number WO 02/17184 A1, published February 28, 2002, and filed as International application no. PCT/US01/24616, filed August 6, 2001, and any legal equivalent thereof in the U.S. and any foreign country, including the right to claim priority, and, in and to, all Letters Patent to be obtained for said invention by the above applications or any continuations, continuations-in-part, divisionals, renewals, or substitutes thereof, and as to letters patent any reissues, re-examinations, or extensions thereof, including all rights of action in relation to any infringement of the Patent by third parties at or prior to the date hereof, to be held and enjoyed by ASSIGNEE for its own use as fully and entirely as to same would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

[Signature page follows]

ASSIGNOR:

NEXIQ TECHNOLOGIES, INC.

By: Kevin F. Kelly  
Kevin F. Kelly, Vice President and  
Chief Financial Officer

ACCEPTED AND AGREED TO:

NNT, INC.

By: Thomas J. Ward  
(signature)

Thomas J. Ward  
(typed or printed name of person signing)

President  
(title)

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